

1 BILL NO. S-92-01- 28

2 SPECIAL ORDINANCE NO. S- 29-92

3 AN ORDINANCE approving CONTRACT  
4 #917-91, FILLMORE STREET SANITARY  
5 SEWER (REBID) between ALL STAR  
6 CONSTRUCTION INC. and the City of  
7 Fort Wayne, Indiana, in connection  
8 with the Board of Public Works.

9 NOW, THEREFORE, BE IT ORDAINED BY THE COMMON COUNCIL  
10 OF THE CITY OF FORT WAYNE, INDIANA:

11 SECTION 1. That CONTRACT #917-91, FILLMORE STREET  
12 SANITARY SEWER by and between ALL STAR CONSTRUCTION INC.  
13 and the City of Fort Wayne, Indiana, in connection with  
14 the Board of Public Works, for:

15 the construction of a sanitary sewer at the  
16 following location: MAINLINE: Beginning at  
17 an existing cleanout one hundred seventy-five  
18 (175') feet East of the centerline of  
19 intersection of Fillmore Street and Geneva  
20 Street and twenty (20') feet South of the  
21 North right-of-way line of Geneva Street;  
22 thence West a distance of one hundred seventy  
23 (170') feet to Structure #1; thence South a  
24 distance of (400') feet to Structure #2;  
25 thence South a distance of seventy (70') feet  
26 to Cleanout #1.

27 the contract price is Twenty-One Thousand Two Hundred Two  
28 and 50/100 Dollars (\$21,202.50), all as more particularly  
29 set forth in said Contract, which is on file in the  
30 Office of the Board of Public Works and, is by reference  
31 incorporated herein, made a part hereof, and is hereby in  
32 all things ratified, confirmed and approved. Two (2)  
copies of said Resolution are on file with the Office of  
the City Clerk and made available for public inspection,  
according to law.

SECTION 2. That this Ordinance shall be in full  
force and effect from and after its passage and any and  
all necessary approval by the Mayor.

Janet G. Bradbury  
Council Member

APPROVED AS TO FORM  
AND LEGALITY

J. Timothy McCaulay  
J. Timothy McCaulay, City Attorney

## SEWER CONSTRUCTION CONTRACT 917-1991

BOARD ORDER NO. 60-91

WORK ORDER NO. 73828

THIS CONTRACT made and entered into this 31 day of DEC. 1991, by and between ALL STAR CONSTRUCTION INC. hereinafter called CONTRACTOR and the City of Fort Wayne, Indiana, an Indiana Municipal Corporation, acting by and through the Mayor and the Board of Public Works & Safety, herein called OWNER;

WITNESSETH, that the CONTRACTOR and the OWNER, for the considerations hereinafter named, agree as follows:

### ARTICLE I: SCOPE OF WORK

CONTRACTOR shall furnish all labor, material, equipment, tools, power, transportation, miscellaneous equipment, etc., necessary for the following:

MAINLINE: Beginning at an existing cleanout 175' East of centerline intersection of Fillmore Street and Geneva Street and 70' South of the North right-of-way line of Geneva Street; thence West a distance of 170' to Structure #1; thence South a distance of 400' to Structure #2; thence South a distance of 70' to Cleanout #1.

LATERAL A: Beginning at the aforementioned Structure #1; thence North a distance of 160' to Cleanout #2.

Said sewer shall be 8" in diameter.

all according to Fillmore Street Sanitary Sewer Improvement, Drawing No. SY11262, and do everything required by this contract and the other documents constituting a part hereof.

### ARTICLE 2: THE CONTRACT PRICE

The OWNER shall pay CONTRACTOR for the performance of the contract the unit price sum of TWENTY-ONE THOUSAND TWO HUNDRED TWO AND 50/100 (\$21,202.50) DOLLARS. In the event the amount of work is increased or decreased by OWNER, the contract sum shall be increased or decreased according to the unit price schedule set forth in the CONTRACTOR'S proposal.

### ARTICLE 3: PROGRESS PAYMENTS

The OWNER shall make payments on account of the contract as provided herein, as follows:

Monthly progress payments will be made by OWNER upon submission of a statement of quantities of work completed and/or materials supplied to the job site as of the end of each month. On or about the 15th day of the following month, ninety (90%) percent of the value of the work performed up to the first day of that month (based on the contract price of labor and materials incorporated in the work) and as estimated by the CONTRACTOR and approved or revised by the Engineering Department of the OWNER less the aggregate of previous payments, will be paid by OWNER to the CONTRACTOR.

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FILLMORE STREET SANITARY SEWER EXTENSION



#### **ARTICLE 4: ACCEPTANCE AND FINAL PAYMENT**

Final payment shall be due at the time the work is fully completed and accepted and the contract is fully performed.

Upon filing of a Completion Affidavit by the **CONTRACTOR** that the work is ready for final inspection and acceptance, the Board of Public Works & Safety will direct the Engineering Department of the **OWNER** to promptly make such inspection. When the Engineering Department finds the work acceptable under the contract, and the contract is fully performed, it shall so inform the Board of Public Works & Safety which shall issue a final certificate stating that the work provided for in this Contract has been completed and is accepted. Thereupon, the entire balance of the Contract sum shall be due and payable to the **CONTRACTOR**; provided only that **CONTRACTOR** shall first furnish **OWNER**, if requested to do so, satisfactory evidence that all persons who have supplied labor, material, or equipment for the work have been fully paid, and all required manpower utilization reports for this project have been submitted.

#### **ARTICLE 5: WORKMEN'S COMPENSATION ACT**

The **CONTRACTOR** will furnish immediately a certificate from the Industrial Board of the State of Indiana, that he has complied with the Workmen's Compensation Act in accordance with the Statutes of the State of Indiana and Ordinances of the City of Fort Wayne.

Any judgment rendered against the City of Fort Wayne in any suits for damages or injury to real or personal property, or for any injury sustained by any person growing out of any act or doing of **CONTRACTOR**, or its agents, employees or workmen or any judgment of any court or award of any Board of Arbitrators or of the Industrial Board of the State of Indiana rendered against the City of Fort Wayne in any suit or claim arising under said Workmen's Compensation for accidental injuries or death suffered by his employees or the employees of any subcontractor or subcontractors in the course of their employment, when notice of the pendency of such suit, hearing or arbitration shall have been given said **CONTRACTOR**, shall be conclusive against **CONTRACTOR** as to amount, liability and all other things pertaining thereto; it being the intent of the parties hereto that **CONTRACTOR** indemnify and hold harmless **OWNER** in the premises.

#### **ARTICLE 6: NON-DISCRIMINATION OF LABOR**

The **CONTRACTOR** further agrees to be bound by Section 15-13 (as amended), of the Code of the City of Fort Wayne, Indiana of 1974, passed by the Common Council of the City of Fort Wayne, Indiana, as General Ordinance No. G-34-78 (as amended) on December 12, 1978. The successful bidder shall file a Manpower Utilization Report for this project with the Compliance Office within ten (10) days after completion of construction or upon request of the Office of Compliance.

#### **ARTICLE 7: PREVAILING WAGE SCALE**

The **CONTRACTOR** agrees to pay, and also require of his subcontractors that they pay wage rates on the work covered by this contract which shall not be less than the prescribed scale of wages as determined pursuant to the Statutes of the State of Indiana, and the Ordinances of the City of Fort Wayne, according to the applicable wage scale as included in the bid documents.

#### **ARTICLE 8: COMPONENT PARTS OF THIS CONTRACT**

The following documents are as fully a part of the contract as if hereto attached or herein repeated:

- a. Advertisement for Bids, for Contract No. 917-1991
- b. Instructions to Bidders for Contract No. 917-1991
- c. Contractor's Proposal dated 23 October 1991
- d. Fort Wayne Engineering Department Drawing #SY11262
- e. Supplemental Specifications for Contract No. 917-1991
- f. Workmen's Compensation Act, Statutes of the State of Indiana and Ordinances of the City of Fort Wayne
- g. Non-Discrimination of Labor, General Ordinance No. G-34-78 (as amended)
- h. Prevailing Wage Scale
- i. Performance and Guaranty Bond
- j. Labor and Material Payment Bond
- k. Minority/Female Employment Hourly Utilization
- l. Right-of-Way Cut Permit
- m. Comprehensive Liability Insurance Coverage
- n. MBE/WBE Commitment Form

#### **ARTICLE 9: GUARANTEE OF WORKMANSHIP**

At the time of execution of this Contract, the **CONTRACTOR** shall furnish a Performance and Guaranty bond in favor of the City of Fort Wayne in the amount of the total value of the materials supplied and/or work performed under the terms of this contract. The said bond shall ensure the completion of the work covered hereunder and shall guarantee the materials and workmanship for a period of one (1) year following written acceptance of the work by the **OWNER**.

#### **ARTICLE 10: INDEMNITY**

**CONTRACTOR** shall furnish to **OWNER** within ten (10) days of the date hereof, a certificate from an insurer acceptable to **OWNER** showing personal property damage insurance, in force and issued in connection with the work to be performed under this Contract, in amounts satisfactory to **OWNER** and in accordance with the Statutes of the State of Indiana.

#### **ARTICLE 11: ADJUSTMENTS OF DISPUTES**

All questions or controversies which may arise between the **CONTRACTOR** and the **OWNER** under the provisions of this Contract shall be subject to the decision of the Director of Board of Public Works & Safety of the **OWNER**, and his decision shall be final and conclusive upon the parties.

Provided, however, no changes in the plans, specifications or other phases of the work covered by this contract will be permitted except on prior written authorization by the Board of Public Works & Safety.

#### **ARTICLE 12: COMPLETION DATE**

The **CONTRACTOR** agrees to complete the work specified in the contract within **SIXTY (60)** consecutive calendar days after having been ordered by the **OWNER** to commence work under this contract.

#### **ARTICLE 13: COUNCILMANIC APPROVAL**

This agreement, although executed on behalf of the **OWNER** by the Mayor and Board of Public Works & Safety of the City of Fort Wayne, Indiana, shall not be binding upon the **OWNER** unless and until the same shall have been ratified and approved by the Common Council of the City of Fort Wayne, Indiana, and should said Common Council fail to approve the same within ninety (90) days after the date hereof, then this Contract shall be and become wholly void.

**ARTICLE 14:**

This contract is governed by the Laws of the State of Indiana.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement the day and year first above written.

CITY OF FORT WAYNE, INDIANA

By \_\_\_\_\_  
Paul Helmke, Mayor

CONTRACTOR: ALL STAR CONSTRUCTION, INC.

By Ed Foss  
Ed Foss, President

BOARD OF PUBLIC WORKS

Charles Layton  
Charles Layton, Director  
Public Works

Katherine A. Carrier  
Katherine A. Carrier, Member

Douglas M. Lehman  
Douglas M. Lehman, Director  
Administration & Finance

ATTEST:

Patricia J. Crick

ACKNOWLEDGEMENT

STATE OF INDIANA )  
                          )SS  
COUNTY OF ALLEN )

Before me, the undersigned, a Notary Public, in and for said County and State, personally appeared Paul Helmke, Mayor; Charles Layton, Katherine A. Carrier and Douglas M. Lehman, all as Directors of the Board of Public Works & Safety of the City of Fort Wayne, Indiana, and acknowledged the execution of the foregoing Contract as and for their voluntary act and deed for the uses and purposes therein contained.

WITNESS my hand and notarial seal this \_\_\_\_ day of \_\_\_\_\_, 1991.

\_\_\_\_\_  
Notary Public

FILLMORE STREET SANITARY SEWER EXTENSION

FILLMORE SANITARY SEWER EXTENSION  
RESOLUTION 917-1991

BID TABULATION

ITEM	DESCRIPTION	UNIT QUANTITY	ENGINEER'S ESTIMATE		ALL STAR CONSTRUCTION		BERCOT		INC.	
			UNIT PRICE	EXTENSION	UNIT PRICE	EXTENSION	UNIT PRICE	EXTENSION	UNIT PRICE	EXTENSION
1	8" PVC SDR 35 SEWER PIPE	LF	\$28.00	\$22,400.00	\$22.00	\$17,600.00	\$23.10	\$18,480.00		
2	MANHOLE TYPE I-A	EA	\$1,200.00	\$2,400.00	\$800.00	\$1,600.00	\$1,131.50	\$2,263.00		
3	STANDARD CFW CLEANOUT	EA	\$700.00	\$1,400.00	\$275.00	\$550.00	\$363.00	\$726.00		
4	8" TAP (INCLUDING PERMIT)	EA	\$200.00	\$1,200.00	\$130.00	\$780.00	\$126.00	\$756.00		
5	SPECIAL BK FILL #53-#73 STONE	CY	\$17.00		\$15.00		\$15.00			
6	PAVEMENT REPLACEMENT	SY	\$20.00	\$1,800.00	\$4.00	\$360.00	\$16.40	\$1,476.00		
7	SEED AND MULCH	SY	\$1.50	\$525.00	\$0.65	\$192.50	\$1.00	\$350.00		
8	CONCRETE SIDEWALK REPLACE.	LF	\$20.00	\$200.00	\$12.00	\$120.00	\$25.00	\$250.00		
TOTAL BID				\$29,925.00		\$21,202.50		\$24,301.00		

ITEM	DESCRIPTION	UNIT QUANTITY	DEHNER CONSTRUCTION		LIBERTY CONSTRUCTION		KREAGER		BROTHERS	
			UNIT PRICE	EXTENSION	UNIT PRICE	EXTENSION	UNIT PRICE	EXTENSION	UNIT PRICE	EXTENSION
1	8" PVC SDR 35 SEWER PIPE	LF	\$27.00	\$21,600.00	\$28.80	\$23,040.00	\$28.00	\$22,400.00		
2	MANHOLE TYPE I-A	EA	\$1,000.00	\$2,000.00	\$1,300.00	\$2,600.00	\$1,225.00	\$2,450.00		
3	STANDARD CFW CLEANOUT	EA	\$275.00	\$550.00	\$450.00	\$900.00	\$450.00	\$900.00		
4	8" TAP (INCLUDING PERMIT)	EA	\$95.00	\$510.00	\$110.00	\$660.00	\$250.00	\$1,500.00		
5	SPECIAL BACKFILL #53-#73 STON	CY	\$18.00		\$15.25		\$15.00			
6	PAVEMENT REPLACEMENT	SY	\$12.00	\$1,080.00	\$14.90	\$1,341.00	\$15.00	\$1,350.00		
7	SEED AND MULCH	SY	\$1.50	\$525.00	\$1.35	\$472.50	\$1.50	\$525.00		
8	CONCRETE SIDEWALK REPLACE.	LF	\$18.00	\$180.00	\$18.00	\$160.00	\$23.00	\$230.00		
TOTAL BID				\$26,445.00		\$29,173.50		\$29,355.00		

ITEM	DESCRIPTION	UNIT QUANTITY	LANDRAIL INC.		SCHEIDLEMAN EXCAVATING		DAVE'S EXCAVATING	
			UNIT PRICE	EXTENSION	UNIT PRICE	EXTENSION	UNIT PRICE	EXTENSION
1	8" PVC SDR 35 SEWER PIPE	LF	\$31.75	\$25,400.00	\$30.20	\$24,160.00	\$31.00	\$24,800.00
2	MANHOLE TYPE I-A	EA	\$1,100.00	\$2,200.00	\$1,225.00	\$2,450.00	\$1,175.00	\$2,350.00
3	STANDARD CFW CLEANOUT	EA	\$250.00	\$500.00	\$160.00	\$320.00	\$195.00	\$390.00
4	8" TAP (INCLUDING PERMIT)	EA	\$60.00	\$360.00	\$300.00	\$1,800.00	\$500.00	\$3,000.00
5	SPECIAL BACKFILL #53-#73 STON	CY	\$13.00		\$12.50		\$17.00	
6	PAVEMENT REPLACEMENT	SY	\$10.00	\$900.00	\$16.60	\$1,494.00	\$6.00	\$540.00
7	SEED AND MULCH	SY	\$1.00	\$350.00	\$1.25	\$437.50	\$1.50	\$525.00
8	CONCRETE SIDEWALK REPLACE.	LF	\$16.00	\$150.00	\$20.00	\$200.00	\$10.00	\$100.00
TOTAL BID				\$29,860.00		\$30,661.50		\$31,705.00

Read the first time in full and on motion by Bradbury, seconded by Talarico, and duly adopted, read the second time by title and referred to the Committee on City Affairs (and the City Plan Commission for recommendation) and Public Hearing to be held after due legal notice, at the Common Council Conference Room 128, City-County Building, Fort Wayne, Indiana, on \_\_\_\_\_, the \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_, at \_\_\_\_\_ o'clock \_\_\_\_\_ M., E.S.T.

DATED: 1-14-92

Sandra E. Kennedy  
SANDRA E. KENNEDY, CITY CLERK

Read the third time in full and on motion by Bradbury, seconded by Talarico, and duly adopted, placed on its passage. PASSED ~~LOST~~ by the following vote:

	AYES	NAYS	ABSTAINED	ABSENT
TOTAL VOTES	<u>7</u>			<u>2</u>
BRADBURY	<u>✓</u>			
EDMONDS	<u>✓</u>			
GiaQUINTA				<u>2</u>
HENRY				<u>✓</u>
LONG	<u>✓</u>			
LUNSEY	<u>✓</u>			
RAVINE	<u>✓</u>			
SCHMIDT	<u>✓</u>			
TALARICO	<u>✓</u>			

DATED: 1-28-92

Sandra E. Kennedy  
SANDRA E. KENNEDY, CITY CLERK

Passed and adopted by the Common Council of the City of Fort Wayne, Indiana, as (ANNEXATION) (APPROPRIATION) (GENERAL)

(SPECIAL) (ZONING) ORDINANCE RESOLUTION NO. D-27-92  
on the 28th day of January, 1992

ATTEST:

Sandra E. Kennedy  
SANDRA E. KENNEDY, CITY CLERK

(SEAL)  
Don J. Schmitter  
PRESIDING OFFICER

Presented by me to the Mayor of the City of Fort Wayne, Indiana, on the 29th day of January, 1992, at the hour of 1:30 o'clock P. M., E.S.T.

Sandra E. Kennedy  
SANDRA E. KENNEDY, CITY CLERK

Approved and signed by me this 3rd day of February, 1992, at the hour of 3:00 o'clock P. M., E.S.T.

PAUL HELMKE  
PAUL HELMKE, MAYOR

BILL NO. S-92-01-28

REPORT OF THE COMMITTEE ON CITY UTILITIES

JANET G. BRADBURY, CHAIRWOMAN  
SAMUEL J. TALARICO, VICE CHAIRMAN  
LUNSEY, LONG, GIAQUINTA

WE, YOUR COMMITTEE ON CITY UTILITIES TO WHOM WAS

REFERRED AN (ORDINANCE) (~~RESOLUTION~~) approving CONTRACT  
#917-91, FILLMORE STREET SANITARY SEWER (REBID) between ALL STAR  
CONSTRUCTION INC. and the City of Fort Wayne, Indiana, in  
connection with the Board of Public Works

HAVE HAD SAID (ORDINANCE) (~~RESOLUTION~~) UNDER CONSIDERATION  
AND BEG LEAVE TO REPORT BACK TO THE COMMON COUNCIL THAT SAID  
(ORDINANCE) (~~RESOLUTION~~)

DO PASS

DO NOT PASS

ABSTAIN

NO REC

*J. Bradbury*  
*Sam J. Talarico*  
*Philip J. Lunsey*  
*David J. Long*  
*Mark E. Giaquinta*

DATED: 1-28-92

Sandra E. Kennedy  
City Clerk



Admn. Appr.

TITLE OF ORDINANCE: Contract #917-91, Fillmore Street Sanitary Sewer Extension

DEPARTMENT REQUESTING ORDINANCE: Board of Public Works

SYNOPSIS OF ORDINANCE: Contract #917-91 is for the construction of a sanitary sewer at the following location:

MAINLINE: Beginning at an existing cleanout one hundred seventy-five (175') feet East of the centerline of intersection of Fillmore Street and Geneva Street and twenty (20") feet South of the North right-of-way line of Geneva Street; thence West a distance of one hundred seventy (170') feet to Structure #1; thence South a distance of (400') feet to Structure #2; thence South a distance of seventy (70') feet to Cleanout #1.

LATERAL A; Beginning at the aforementioned Structure #1 thence North a distance of one hundred sixty (160') feet to Cleanout #2.

Said sewer shall be 8" in diameter.

All Star Construction, Inc., is the contractor.

EFFECT OF PASSAGE: Improved sewer conditions at above location.

EFFECT OF NON PASSAGE:

*S-92-01-28*

MONEY INVOLVED (DIRECT COSTS, EXPENDITURE, SAVINGS) \$21,202.50

ASSIGNED TO COMMITTEE: